

# Exhibit A

## Who Has Viewed Your Consumer Information (Continued)

REASON:

DURATION: This inquiry is scheduled to continue on record until Sep 2022.

REASON:

DURATION: This inquiry is scheduled to continue on record until Sep 2022.

REASON:

DURATION: This inquiry is scheduled to continue on record until Sep 2022.

REASON: Unspecified.

DURATION: This inquiry is scheduled to continue on record until Dec 2021.

REASON: Unspecified.

DURATION: This inquiry is scheduled to continue on record until Oct 2021.

✓ CARVANA 4020 E INDIAN SCHOOL RD PHOENIX AZ 85018 (602) 852 6600

REASON: Unspecified.

DURATION: This inquiry is scheduled to continue on record until Sep 2021.

OK

Aug 15, 2019

## CONSUMER REPORT VIEWS / SOFT INQUIRIES

**Soft inquiries** are usually initiated by others, like companies making promotional offers of credit or your lender conducting periodic reviews of your existing credit accounts.

**i** Soft inquiries DO NOT impact your credit score.

EXPERIAN PO BOX 2002 ALLEN TX 75013 (888) 397 3742 INQUIRY DATES: 08.12.21 | 02.19.17 |

EXPERIAN CS IDENTITY 535 ANTON BLVD STE 100 COSTA MESA CA 92626 No phone # available INQUIRY DATES: 08.12.21 | 07.14.20 |

EXPERIAN 475 ANTON BLVD COSTA MESA CA 92626 No phone # available INQUIRY DATES: 08.06.21 | 08.22.20 | 08.19.20 | 08.12.20 | 11.04.19 | 11.02.19 | 10.23.19 | 09.21.19 | 09.08.19 | 08.15.19 |

JPMCB CARD PO BOX 15298 WILMINGTON DE 19850 (800) 432 3117 INQUIRY DATES: 08.06.21 |

EXPERIAN 475 ANTON BLVD COSTA MESA CA 92626 No phone # available INQUIRY DATES: 07.21.21 |

EXPERIAN PO BOX 9600 ALLEN TX 75013 (800) 311 4769 INQUIRY DATES: 07.21.21 | 04.16.18 | 04.16.18 | 06.28.17 | 06.05.16 | 10.25.14 |

EXPERIAN 475 ANTON BLVD COSTA MESA CA 92626 No phone # available INQUIRY DATES: 07.21.21 |

WELLS FARGO BANK CREDIT EDUCATION 11625 N COMMUNITY HOUSE RD CHARLOTTE NC 28277 No phone # available INQUIRY DATES: 06.16.21 | 05.07.21 | 04.06.21 | 03.05.21 | 02.05.21 | 01.06.21 | 12.05.20 | 11.06.20 |

BARCLAYS BANK DELAWARE 100 SOUTH WEST AVE WILMINGTON DE 19801 (866) 283 6635 INQUIRY DATES: 06.10.21 |

WELLS FARGO BANK MTG PO BOX 10335 DES MOINES IA 50306 (800) 288 3212 INQUIRY DATES: 06.02.21 |

BK OF AMER PO BOX 982238 EL PASO TX 79998 (800) 421 2110 INQUIRY DATES: 05.20.21 |

EXPERIANHLTH/NOVANT HEAL 601 KINGSLEY PARK DR FORT MILL SC 29715 No phone # available INQUIRY DATES: 04.06.21 |

BK OF AMER 9000 SOUTHSIDE BLVD BLDG 600 JACKSONVILLE FL 32256 (904) 218 0808 INQUIRY DATES: 08.18.20 |

EXPERIANHLTH/NOVANT 720 COOL SPRINGS BLVD STE 200 FRANKLIN TN 37067 (763) 416 1030 INQUIRY DATES: 08.18.20 | 12.07.19 | 11.07.19 | 11.05.19 | 10.24.19 | 09.10.19 |

— CARVANA, LLC 1930 W RIO SALADO PKWY TEMPE AZ 85281 No phone # available INQUIRY DATES: 08.17.20 | 04.07.20 | 08.15.19 |

— CARVANA, LLC 1930 W RIO SALADO PKWY TEMPE AZ 85281 No phone # available INQUIRY DATES: 08.17.20 | 04.07.20 |

PNC BANK 249 5TH AVE PITTSBURGH PA 15222 No phone # available INQUIRY DATES: 08.17.20 |

PNC BANK 300 DELAWARE AVE WILMINGTON DE 19801 (440) 546 3212 INQUIRY DATES: 08.17.20 |

0267418260

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## Who Has Viewed Your Consumer Information (Continued)

LEXISNEXIS/INS/P&C 1000 ALDERMAN DR ALPHARETTA GA 30005 (866) 323 0932 INQUIRY DATES: 07.30.20 |

EXPERIAN CS IDENTITY 535 ANTON BLVD COSTA MESA CA 92626 No phone # available INQUIRY DATES: 07.14.20 |

CARVANA, LLC 1930 W RIO SALADO PKWY TEMPE AZ 85281 No phone # available INQUIRY DATES: 04.07.20 |

BANK OF AMERICA PO BOX 982238 EL PASO TX 79998 (800) 421 2110 INQUIRY DATES: 09.24.19 |

PROGRESSIVE INSURANCE 6300 WILSON MILLS RD CLEVELAND OH 44143 No phone # available INQUIRY DATES: 09.22.19 |

BANK OF AMERICA PO BOX 982238 EL PASO TX 79998 (800) 421 2110 INQUIRY DATES: 09.21.19 |

BANKAMERICA CORP PO BOX 982238 EL PASO TX 79998 (800) 421 2110 INQUIRY DATES: 09.21.19 |

BK OF AMER PO BOX 982238 EL PASO TX 79998 (800) 421 2110 INQUIRY DATES: 09.21.19 |

CARVANA 4020 E INDIAN SCHOOL RD PHOENIX AZ 85018 (602) 667 2476 INQUIRY DATES: 08.15.19 | OK

## Your Personal Information

The following information is reported by you, your creditors, or other sources — each of which may report your personal information differently. This is why there may be variations of your name, address, Social Security Number, etc.

**i** Personal information DOES NOT impact your credit score at all.

### NAMES

ARTHUR B HILL	Name ID #: 1
ARTHUR HILL	Name ID #: 3003
HILL ARTHUR	Name ID #: 31632
ARTHUR BERNARD HILL	Name ID #: 18954

### ADDRESSES

2849 TRESTLE SW CT CONCORD NC 28025-6038	Geo Code: 0-4050010-25-1520 Address ID #: 04489115462 Address Type: Single family
[REDACTED] NC 28027-4189	Geo Code: 0-4110030-25-3880 Address ID #: 0388909515 Address Type: Single family
[REDACTED] 43952-2433	Geo Code: 0-50030-81-8080 Address ID #: 0093704372 Address Type: Single family
[REDACTED] 52-2512	Geo Code: 0-70020-81-8080 Address ID #: 0295104915 Address Type: Single family
[REDACTED] 3944-7846	Geo Code: 0-1150040-81-1320 Address ID #: 0237654187 Address Type: Single family
[REDACTED] 344-	Geo Code: 0-00- 0-8080 Address ID #: 0093667458 Address Type: Single family
[REDACTED]	Geo Code: 0-00- 0-1520 Address ID #: 0217915135 Address Type: Military
[REDACTED]	Geo Code: 0-00- 0-8080 Address ID #: 0016708553 Address Type: Military
[REDACTED]	Geo Code: 0-71160070-151- Address ID #: 0096463343 Address Type: Single family
[REDACTED]	Geo Code: 0-1130050-97-8200 Address ID #: 0349711813 Address Type: Single family

### SOCIAL SECURITY NUMBER VARIATIONS

None

### YEAR OF BIRTH

1972

### TELEPHONE NUMBERS

980 521-1819 Cellular

### FORMER OR CURRENT EMPLOYERS

WELLS FARGO BANK NA; NOT PROVIDED; ADVANTAGE TECHNICAL RESOURCES

0267418260

arthur Hill Report # 0570-9713-26 for 08/12/21

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# Exhibit B

## SUPPORT CENTER &gt; PAYMENT AND FINANCING

## I bought my car months ago, why do I have a recent inquiry from Carvana on my credit report?

We know this was awhile ago and we hope you've enjoyed your new ride since then! When you agreed to the credit soft pull disclosure, this agreement allows Carvana to complete another credit soft pull at a future date in order to show you what your terms would be at that date if you traded in your vehicle or purchased a new vehicle. Don't worry, this has not affected your credit score! You have the option to opt out by contacting Carvana at [creditoptout@carvana.com](mailto:creditoptout@carvana.com).

Was this article helpful?

### RELATED ARTICLES

[What are my options if I can't afford my down payment? >](#)

[When is my down payment due? >](#)

[Can I split my down payment into multiple payments? >](#)

[Can I use a credit card for my down payment? >](#)

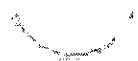
[Can I pay more than the required amount for my down payment? >](#)

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# Exhibit C



How would you like to pay? Repossessed financing terms | Carvana® Purchase

https://www.carvana.com/purchase/payment-options/personal-details

Live! comments | benefitsCONNECT... | Powerschool - Fire... | ok as E | PO Form Official Ho... | PO Desktop PCs - E... | Games

Other favorites

- Personal Details Complete >
- Trade-in Complete >
- Cash or Finance About 2 minutes >
- Delivery or Pick-up About 1 minute
- Carvana Protection About 1 minute
- Driver's License About 1 minute
- Identity Verification About 2 minutes
- Payment About 5 minutes
- Review Order About 2 minutes

**FINALIZE PURCHASE**

**MY ORDER**

At this point, you may wish to make your personal information more accurate by updating your date of birth and yearly income. We'll use the information below to get you your instant financing offer.

My Legal Name: Arthur Bernard Hill

My Home Address: 2849 Trimble SW Ct, Concord, NC 28025

EDIT >

My Date of Birth: [REDACTED]

My Yearly Income: [REDACTED]

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

What is your current employment status?

COVID-19 is not affecting my income today

☒ I have been laid off or furloughed since the start of the COVID-19 pandemic and I understand that Carvana will not be able to provide financing for my vehicle.

Thank you for your honest and understanding response. We will be able to help you find the right vehicle for your needs.

CHANGING FINANCING TERMS

**Credit disclosure**  
**Out of view**

Type here to search:

2:11 AM 2/19/2021

# Exhibit D

https://www.carvana.com/purchase/payment-options/personal-details

benefitsCONNECT... Powerschool - Pare... as li RCI From Office/Ho... HP Desktop PCs - F... Games Turtles Unity WebGL Player...

## PURCHASE PROCESS

In progress

Personal Details  
Complete



Trade-in  
Complete



Cash or Finance  
About 2 minutes



Delivery or Pick-up  
Complete

Carvana Protection  
Complete

Driver's License  
About 4 minutes

Identity Verification  
About 2 minutes

Payment  
About 5 minutes

Review Order  
About 2 minutes

## FINALIZE PURCHASE

## MY ORDER

## Personalized Financing Terms

To see your financing terms, please verify your personal details, and then enter your date of birth and yearly income. We'll use the information below to get you your instant financing offer.

My Legal Name: Arthur Bernard Hill

My Home Address: 2849 Trestle SW Ct  
Concord, NC 28025

EDIT >

My Date Of Birth  
MM/DD/YYYY

My Yearly Income

*Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.*

What is your current employment status?

SELECT

☐ The income information I provided is accurate and reflects any recent changes to my employment status or hours. I understand that Carvana will verify my income.

Thank you for your honesty and understanding as we ask what we know can be sensitive questions during this difficult time.

GET MY FINANCING TERMS

CHANGE FINANCING TYPE

By clicking "GET MY FINANCING TERMS" I give Carvana written consent to obtain, now and periodically, consumer credit reports (Reports) about me from consumer reporting agencies to show current & future credit products & services I prequalify for when financing with Carvana. I understand this authorizes Carvana to get multiple Reports, which may appear as an inquiry on my Report, but will not impact my credit score. This authorization will expire when my current account terminates unless I revoke earlier by contacting Carvana at [creditreport@carvana.com](mailto:creditreport@carvana.com).

# Exhibit E

☐

Yes, I agree

- I have read and agree to the E-SIGN Consent that enables all transactions and disclosure delivery to occur electronically.
- I have received and read Carvana's Financial Privacy Policy.
- By clicking "GET MY TERMS" I give Carvana written consent to obtain, now and periodically, consumer credit reports (Reports) about me from consumer reporting agencies to show current & future credit products & services I prequalify for when financing with Carvana. I understand this authorizes Carvana to get multiple Reports, which may appear as an inquiry on my Report, but will not impact my credit score. This authorization expires when my current account terminates unless I revoke earlier by contacting Carvana at [creditoptout@carvana.com](mailto:creditoptout@carvana.com)
- That by providing my phone number, Carvana, or Carvana's *authorized representatives*\*, may call and/or send text messages (including by using equipment to automatically dial telephone numbers) about my interest in a purchase, for marketing/sales purposes, or for any other servicing or informational purpose related to my account. You do not have to consent to receiving calls or texts to purchase from Carvana.  
*\*Including, but not limited to, Bridgecrest Credit Company, GO Financial and SilverRock Automotive.*

< BACK

Consumer Report: By clicking "GET MY TERMS", I give Carvana written consent to obtain consumer reports from one or more consumer reporting agencies to show me credit options I prequalify for when financing with Carvana. Retrieving my pre-qualification credit terms generates a soft credit inquiry, which is visible only to me and does not affect my credit score.

# Exhibit F

# Arts iPhone's Messages

Name: Carvana SMS Phone: 88132 Email:

-----SMS/MMS-----

Date: 7/28/2021 10:31

Your Carvana verification code is 141022

Date: 7/28/2021 10:31

Hi Arthur, this is Sebastian from Carvana! I let an Advocate know that you're waiting and they'll reach out as soon as possible. Wait time is now 15 minutes.

Date: 7/28/2021 10:31

IMPORTANT: If you have a Carvana account, please verify your email and zip code so we can pull up your information.

Date: 7/28/2021 12:44

Hello Arthur, a real-life advocate from Carvana here. Thank you for choosing Carvana. I hope you are having a nice day. I understand your concern.

Date: 7/28/2021 12:44

I understand you would prefer to speak to someone versus chatting/SMS, if that is the case our process is to h

ave you call us at 1-800-333-4554.  
We close today at 10 pm EDT. If for  
any reason you'd like to continue wo  
rking with me, I am happy to try and  
assist you via SMS/Chat.

Date: 7/28/2021 12:56

Hey ARTHUR, click the link below to  
securely upload your documents to  
Carvana. [cvna.co/wtbph](https://cvna.co/wtbph)

Date: 7/28/2021 13:22

Uploaded pic of inquiries

Date: 7/28/2021 15:46

Hey there! Real-life human here! I'll  
be more than happy to assist you tod  
ay. We will try to make this experienc  
e as easy as possible. What can I do  
for you?

Date: 7/28/2021 15:48

I called the number provided and talk  
ed to post sales associate. She coul  
dn't explain why Carvana did inquire  
s twice for my credit after I bought a  
car so she said she'll have her mana  
ger call me.

Date: 7/28/2021 15:49

I uploaded a screenshot of the credit  
inquiries to a link she sent me via tex  
t.



Date: 7/28/2021 15:57

I would love to dive deeper into your account for you. Would you mind, for security, verifying your email address and zip code on file?

Date: 7/28/2021 16:01

I spent 35 minutes on phone with "Sam" who was digging in and doing th at. Waiting for her manager to look in to and contact me.

Date: 7/28/2021 16:05

Apologize Arthur for all of this confusion, please bear with me.

Date: 7/28/2021 16:06

I truly am sorry for this situation, this is not the Carvana experience we want our customers to have. I want to ensure that your situation is fully heard and understood. We are helping multiple customers at once. You will be receiving a call shortly.

Date: 7/30/2021 14:05

I never got a call from "Sam's" manager and Experian wouldn't reveal the permissible purpose used by Carvana to allow access to my credit information. So unfortunately I must take legal action for what I believe are violations of the FCRA.

Date: 7/30/2021 16:00

I would love to dive deeper into your account for you. Would you mind, for security, verifying your email address and zip code on file?

Date: 7/30/2021 16:06

aribnill@hotmail.com 28025

Date: 7/30/2021 16:15

Thank you for the information, Please stay with me until I validate the account and check what will be the next steps you have to follow.

Date: 7/31/2021 09:58

Good morning, Arthur! Real-life human here, I will be more than happy to help you today.

Date: 7/31/2021 09:58

In this case, there is always a soft pull that occurs when you are getting financing terms with us which last for 45 days.

Date: 7/31/2021 09:59

If your terms expire, and you apply for them again, another soft pull will be performed. A hard pull was then performed.

performed when you placed the order for the vehicle you bought.

Date: 7/31/2021 10:33

I applied once and committed to purchasing in August 2019. I bought a BMW 328i... that was the only transaction I consented to and knew the soft and hard pull were needed for that transaction. Yet another soft was done in April and August of 2020. I did not and would consent to additional soft pulls unless I visited the site and requested preapproval for another vehicle which I did not. I requested an appraisal which I never got and requested notice when another vehicle was available which I never got. Both on the same day in August 2020. I did not request preapproval in August 2020 and already had financing from my bank. Additionally, I have a permanent opt out with all credit bureaus so that soft pulls can't be done for marketing and firm offers of credit.

Date: 8/1/2021 09:25

I understand and thank you for reaching out to Carvana, if you could be so kind to call Experian, as we are not qualified to give advice on this topic pertaining to your credit report.

Date: 8/1/2021 09:31

That's a deflection but I called Experian as well. They, like Carvana would not tell me what permissible purpose Carvana had for requesting information.



on from my file without my consent.  
Only way to get answers is via disco-  
very in a lawsuit. Learned that from o-  
ast experience.

Date: 8/1/2021 09:32

I do understand this situation has ca-  
used frustration and I apologize for t-  
hat. Should you chose to obtain legal  
counsel or a lawyer, please know tha-  
t once you do, we are no longer able  
to speak with you through our Custo-  
mer Service channels. Once you hav-  
e secured counsel, all further corres-  
pondence would need to be sent in  
writing to our legal team. They can b-  
e reached at:

Carvana  
Attn: Legal Department  
1930 W Rio Salado Pkwy  
Tempe, AZ 85281

Date: 8/1/2021 09:44

You have not answered my question-  
s. There is no reason to keep asking  
the same questions related to why C-  
arvana thinks it is just inquire into so-  
meone's credit without the express c-  
onsent. Perhaps you should have co-  
ntacted someone who could have an-  
swered my questions up to and inclu-  
ding legal.

Date: 8/1/2021 14:15

I am sorry you're frustrated and that  
we have not been transparent with y-  
ou regarding your soft pulls on your

credit report. This is not the experience we want our customers to have.

Date: 8/1/2021 14:15

I recommend giving us a call so an advocate can provide more assistance and specific answers. We can be reached at 1-800-333-4554, between the hours of 8 AM and 9 PM EST.

Date: 8/1/2021 14:30

I talked to someone named 'Sam' at Carvana for 35 minutes already. No concrete answers. No reasonable person would expect a different result by calling again.

Date: 8/1/2021 14:34

I apologize for the inconvenience, Arthur. We do the best we can to help you with any situation. Is there anything I can do for you at this moment?

Date: 8/1/2021 14:36

No. I think what I need is above the level of everyone who I have engaged at this point.

Date: 8/1/2021 14:37

Once again I apologize for all this situation, but please let me know if there is anything I can help you with!

Date: 8/4/2021 16:24

Just got off the phone with Experian again. They say the reason given by Carvana for both inquiries on 4/7/2020 and 8/17/2020 was prequalification.

Date: 8/4/2021 16:26

But I never gave consent because I wasn't looking to finance a car via Carvana since I purchased a car from Carvana in August 2019.

Date: 8/4/2021 16:27

I do apologize for this inconvenience. I'm sorry you're having a less than ideal experience. We truly strive for better.

Date: 8/4/2021 16:28

I can only suggest changing the password if you didn't attempt to pre-qualify.

Date: 8/4/2021 16:29

Has nothing to do with a password.

Date: 8/4/2021 16:30

Well someone did the pre-qualification without your consent or authorization.



To avoid someone else using your Carvana profile...

Date: 8/4/2021 16:30

No

Date: 8/4/2021 16:31

I thought of suggesting changing the password to avoid this, but I'm sorry, anything else you may want assistance with?

Date: 8/4/2021 16:33

[HTTPS://www.Carvana.com/help/payment-and-financing/why-do-I-have-a-credit-inquiry-from-Carvana-on-my-credit-report](https://www.carvana.com/help/payment-and-financing/why-do-i-have-a-credit-inquiry-from-carvana-on-my-credit-report)

Date: 8/4/2021 16:34

Just search faq for credit inquiry and you will find what Carvana says

Date: 8/4/2021 16:36

<https://www.carvana.com/help/payment-and-financing/why-do-i-have-a-credit-inquiry-from-carvana-on-my-credit-report>

Date: 8/4/2021 16:36

That's the actual link

Date: 8/4/2021 16:36

Everything is online by the customer, if the credit history is inquired by us means someone using your profile to do so, we don't proactively do it ourselves.

Date: 8/4/2021 16:38

Nope. Carvana says what they are doing in that link.

Date: 8/4/2021 16:39

I did a preapproval once. If you read what they say in the link, you wouldn't keep trying to say it's something else.

Date: 8/4/2021 16:40

And if I did it online, I would have emails just like I got the first and only time I did a preapproval online.

Date: 8/4/2021 16:40

I'm sorry but what are you really requesting? I think we are having a huge misunderstanding and bad communication. I'm terribly sorry.

Date: 8/4/2021 16:41

What does it say in the link at carvana's?



Date: 8/4/2021 16:42

about another soft pull.

Date: 8/4/2021 16:44

Yes, they do the soft pulls even when no one asks for a prequalification in the future.

Date: 8/4/2021 16:45

And I know I wouldn't give consent for that.

Date: 8/4/2021 16:47

Anyway, please give the legal department a heads up to place a legal hold on any documents related to what occurred for the credit inquiries.

# Exhibit G

## ARBITRATION AGREEMENT

### NOTICE OF ARBITRATION AGREEMENT

We both agree that if we have a dispute, either of us can decide to resolve it by using arbitration. Arbitration is a formal process for resolving disputes without going to court. If you want to learn more about arbitration, please navigate to the following links in your browser:

- <http://info.adr.org/consumer-arbitration/>
- <https://www.jamsadr.com/adr-arbitration>

If you wish, **you can decide to opt out and reject this arbitration agreement**, but to reject this arbitration agreement you will need to follow the instructions under the heading "Your Right to Reject this Agreement". You will need to act in the next 30 days or you lose your right to reject this arbitration agreement. It is your choice.

By choosing arbitration, we are both giving up our right to go to court (except small claims court) to resolve our dispute. In arbitration a neutral person, called an arbitrator, listens to both of us and decides how our dispute is resolved. Arbitrator decisions are enforceable, just like a court order. Unlike court orders, these decisions are subject to very limited review by a court. Once a decision is made it is final, except in very limited circumstances.

In arbitration, we both give up our right to a judge or jury, and, as a result, there is no jury trial. However, if either of us elects to use small claims court to resolve the dispute, the dispute will be resolved in small claims court rather than arbitration.

If you or we choose arbitration, only our individual claims will be arbitrated. Claims by groups of individuals or "Class" arbitrations, are not allowed. By choosing to arbitrate, you will be giving up your right to participate in a class action or a private attorney general action in court or in arbitration with respect to the dispute.

Arbitration rules are generally simpler and more limited than court rules. If you want to learn more about the rules and how they work, navigate to the following link in your browser:

- [https://www.adr.org/sites/default/files/Consumer\\_Rules\\_Web.pdf](https://www.adr.org/sites/default/files/Consumer_Rules_Web.pdf)
- <https://www.jamsadr.com/rules-streamlined-arbitration/>

The Arbitration Agreement also explains what the fees and costs for the arbitration will be, and who will pay them.

This is only a summary. As with all legal agreements, please read the entire agreement carefully before you sign.

**Unless you opt out of the Arbitration Agreement, it will substantially affect your rights in the event of a dispute between you and us.**

"Us/We/Our" means Carvana, any purchaser, assignee or servicer of the Contract, all of their parent companies, and all subsidiaries, affiliates, predecessors and successors, and all officers, directors and employees of any of the foregoing. "Us/We/Our" also means any third party providing any product or service in connection with or incidental to the Contract, the sale of the vehicle and/or other goods or services covered by the Contract and/or related to the vehicle, if such third party is named as a co-defendant with us in a Claim you assert. "Us/We/Our" have these meanings only for this Agreement. This Agreement is part of, and is hereby incorporated into, the Contract. However, whenever in this Agreement the term "Contract" is used, it does not include this Agreement.

"You/Your" means you and/or any of your heirs or personal representatives.

"Contract" means the Retail Purchase Agreement (in Texas, the Buyer's Order) and/or the related Retail Installment Contract and Security Agreement (in California, Conditional Sales Contract and Security Agreement) you signed with us in connection with this purchase, and any prior Retail Purchase Agreement (in Texas, Buyer's Order) and/or Retail Installment Contract and Security Agreement (in California, Conditional Sales Contract and Security Agreement) that you previously had with us.

"Agreement" means this Arbitration Agreement.

"Including" and "includes" means "including but not limited to."

This Agreement describes how a Claim may be arbitrated instead of litigated in court.

"Claim" means any claim, dispute or controversy between you and us arising from or related to one or more of the following:

- (a) The Contract.
- (b) The vehicle or the sale of the vehicle.
- (c) The provision or sale of any goods and services like warranties, insurance and extended service contracts covered by the Contract or related to the vehicle.
- (d) The relationships resulting from the Contract.
- (e) Advertisements, promotions or oral or written statements related to the Contract.
- (f) The financing terms.
- (g) Your credit applications.
- (h) The origination and servicing of the Contract.
- (i) The collection of amounts you owe us.
- (j) Any repossession, or replevin, of the vehicle.
- (k) Your personal information.
- (l) The rescission or termination of the Contract.

"Claim" has the broadest reasonable meaning. It includes claims of every kind of nature. This includes initial claims, counterclaims, cross-claims, third-party claims, statutory claims, contract claims, negligence and tort claims (including claims of fraud and other intentional torts). However, notwithstanding any language in this Agreement to the contrary, a "Claim" does not include a dispute about validity, enforceability, coverage or scope of this Agreement (including, without limitation, the paragraph below captioned "No Class Actions or Private Attorney General Actions," the final sentence under the paragraph below captioned "Miscellaneous" and/or this sentence); any such dispute is for a court, and not an arbitrator to decide. This exclusion from the definition of a "Claim" does not apply to any dispute or argument that concerns the validity or enforceability of the Contract as a whole; any such dispute or argument is for the arbitrator, not a court, to decide.

Even if you and we elect to litigate a Claim in court, you or we may elect to arbitrate any other Claim, including a new Claim in that lawsuit or any other lawsuit. Nothing in that litigation waives any rights in this Agreement.

However, notwithstanding any language in this Agreement to the contrary, the term "Claim" does not include (i) any self-help remedy, such as repossession or sale of any collateral given by you to us as security for repayment of amounts owed by you under the Contract; or (ii) any individual action in court by one party that is limited to preventing the other party from using such self-help remedy and that does not involve a request for damages or monetary relief of any kind. Also, we will not require arbitration of any individual Claim you make in small claims court or your state's equivalent court, if any. If, however, you or we transfer or appeal the Claim to a different court, we reserve our right to elect arbitration.

**Your Right to Reject this Agreement.** You have the right to reject this Agreement, in which event neither you nor we will have the right to require arbitration of any Claims. Rejection of this Agreement will not affect any other aspect of your Contract. In order for you to reject this Agreement, we must receive a notice in writing ("Rejection Notice") from you within 30 days of the day you enter into the Contract, stating that you reject the Agreement. Any notice received after 30 days from the Contract date will not be accepted. The Rejection Notice must include your name, address and Vehicle Identification Number (VIN). You may email the notice to [arbitrationoptout@carvana.com](mailto:arbitrationoptout@carvana.com) or you may mail it to us at: Attn: Carvana Legal, 1930 W Rio Salado Pkwy, Tempe, AZ 85281. Emailed notices must be received by 11:59pm, Arizona time, on the 30th day from the contract date. If mailed, it must be sent via certified mail, return receipt requested. Upon receipt of your Rejection Notice, we will refund your postage cost up to \$6.70. We will not refund postage cost for late notices. If the Rejection Notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on your behalf. If you reject this Agreement, that will not constitute a rejection of any prior arbitration between you and us.

Selection of Arbitration Administrator. Unless prohibited by applicable laws, any Claim shall be resolved, on your election or ours, by arbitration under this Agreement.

You may select as the administrator either of the organizations listed at the end of this Agreement. If we want to arbitrate, we will tell you in writing. That may include a motion to compel arbitration that we file in court. You will have 20 (twenty) days to select the administrator (or, if you dispute our right to require arbitration of the Claim, 20 (twenty) days after that dispute is finally resolved). If you do not choose an administrator within the 20-day period, we will do so.

If for any reason the administrator is unable, unwilling, or ceases to be the administrator, you will have 20 (twenty) days to choose the other organization listed at the end of this Agreement. If you do not select a new administrator within that period, we will do so. If neither organization is willing or able to be the administrator, then the administrator will be selected by the court. Notwithstanding any language in this Agreement to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any administrator that has in place a formal or informal policy that is inconsistent with the paragraph below captioned "No Class Action or Private Attorney General Action."

If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding.

Location of Hearing. Any arbitration hearing you attend shall be in the federal judicial district of your residence.

No Class Action or Private Attorney General Action. Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) participate in a class action in court or in arbitration, either as a class representative, class member or class opponent; (2) act as a private attorney general in court or in arbitration, or (3) join or consolidate your Claim(s) with claims of any other person, and the arbitrator shall have no authority to conduct any such class, private attorney general or multiple-party proceeding. This paragraph does not apply to any lawsuit filed against us in court by a state or federal government agency even when such agency is seeking relief on behalf of a class of buyers/borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

Notice and Cure; Special Payment: Prior to initiating a Claim, you may give us a written Claim Notice describing the basis of your Claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than 30 days, to resolve the Claim. If (i) you submit a Claim Notice in accordance with this Paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request; and (iv) the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled).

Fees and Expenses. An arbitration administrator and arbitrator may waive or reduce its fees for financial hardship. If you ask in writing, we will pay all administrator and arbitrator fees up to \$2,500 that the administrator will not waive for any Claims you assert in good faith.

We will consider in good faith your request to pay all or part of any administrator or arbitrator fees over \$2,500 ("additional fees"). To the extent we do not approve your request, if the arbitrator issues an award to you, we will still pay you for additional fees you must pay the administrator and/or arbitrator as follows:

- (1) In the case of additional fees based on the amount of your Claim or the value of the relief you sought, we will pay you an amount equal to the fees you would have paid if the amount of your Claim or the value of the relief you sought had been the amount or value of the award to you.
- (2) In the case of other additional fees not based on the amount of your Claim or the value of the relief you sought, we will pay you for the amount of such additional fees.
- (3) If we are required to pay any greater sums under applicable law or in order for this Agreement to be enforced, we will pay such amounts.

We will bear the administrator and arbitrator fees we are normally required to pay and will also bear the expense of our attorneys, experts and witnesses, except where applicable law and the Contract allow us to recover attorneys' fees and/or court costs in a collection action we bring. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration. However, in an arbitration you commence, we will pay your reasonable fees if you prevail or if we must bear such fees in order for this Agreement to be enforced. Also, we will bear any fees if applicable law requires us to.

Applicable Law, Award of Arbitrator and Right to Appeal. Because the Contract involves a transaction in interstate commerce, the Federal Arbitration Act ("FAA") governs this Agreement. The arbitrator shall apply applicable substantive law consistent with the FAA. The arbitrator shall apply applicable statutes of limitations. The arbitrator is authorized and given the power to award all remedies that would apply if the action were brought in court. Either party may make a timely request for a brief written explanation of the basis for the award. The arbitrator shall not apply federal or state rules of civil procedure or evidence.

Judgment on the arbitrator's award may be entered in any court with jurisdiction. Otherwise, the award shall be kept confidential.

The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can appeal the award to a three-arbitrator panel administered by the administrator, which panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Agreement to "The arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph captioned "Fees and Expenses" above.

Miscellaneous. This Agreement survives payment of all amounts you owe, if any, under the Contract. It also survives your bankruptcy and any sale by us of your Contract.

If there is a conflict or inconsistency between the administrator's rules and this Agreement, this Agreement governs. If there is a conflict or inconsistency between this Agreement and the Contract, this Agreement governs. If a court or arbitrator deems any part of this Agreement invalid or unenforceable under any law or statute consistent with the FAA, the remaining parts of this Agreement shall be enforceable despite such invalidity. However, if a court limits or voids any part of the above paragraph captioned "No Class Actions or Private Attorney General Actions" in any proceeding, then this entire Agreement (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal such limitation or voiding.

This Agreement (if you do not reject) will supersede any prior arbitration agreement between you and us with respect to any Claim.



**BY SIGNING BELOW, YOU EXPRESSLY AGREE TO THE ABOVE AGREEMENT. THE AGREEMENT MAY SUBSTANTIALLY LIMIT YOUR RIGHTS IN THE EVENT OF A DISPUTE. YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS AGREEMENT.**

*Arthur Hill AH*

Customer Signature

Customer Signature

*Paul Fox*

By:

Authorized Signature

Date:

08/17/19

#### ARBITRATION ADMINISTRATORS

If you have a question about the administrator mentioned in this Agreement or if you would like to obtain a copy of their arbitration rules or fee schedules, you can contact them as follows:

American Arbitration Association (AAA)  
13455 Noel Road, Suit 1750  
Dallas, TX 75240-6620  
[www.adr.org](http://www.adr.org)

J.A.M.S./Endispute  
700 11<sup>th</sup> Street, NW, Suite 450  
Washington, DC 20001  
[www.jamsADR.com](http://www.jamsADR.com)  
(800) 352-5267